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**A PROFESSIONAL ASSOCIATION**

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OF COUNSEL:  
GERALD L. SVOBODA  
DWIGHT G. RABUSE

December 31, 1997

RECORDATION NO.

FILED

JAN 5 '98

4-56 PM

**VIA CERTIFIED MAIL**

Secretary  
Surface Transportation Board  
1925 K Street  
Suite 700  
Washington, D.C. 20423-0001

RECEIVED  
SURFACE TRANSPORTATION  
BOARD  
JAN 5 4 56 PM '98

**Re: Carlson Leasing Re General**  
**Our File # : 06327 .000**

Dear Sir or Madam:

I have enclosed an original and two copies/counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

**Lease Supplement No. 814107:** This document is a lease supplement, a secondary document, dated December 22, 1997. The primary document to which this is connected is a Lease Agreement dated as of June 17, 1997 between CLC Equipment Company and Power Flats, Ltd. and OPM Services, Inc. and is recorded under Recordation No. 20775.

The names and addresses of the parties to the document are as follows:

**Lessor:** CLC Equipment Company  
Carlson Center  
12755 State Highway 55  
Minneapolis, MN 55441

Carlson Leasing, Inc.  
December 1, 1997  
Page 2

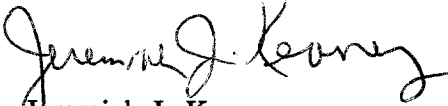
Co-Lessee: Power Flats, Ltd.  
1000 W. Ormsby  
Louisville, KY 40210  
and  
OPM Services, Inc.  
1000 W. Ormsby  
Louisville, KY 40210

A description of the equipment covered by the document follows:

One (1) Kasgro 110 Ton 46'6" FD flat railcar, serial no. LNAL 46100.  
One (1) Kasgro 110 Ton 46'6" FD flat railcar, serial no. LNAL 46101.

A check for \$24.00 is enclosed to cover the filing fee. Please return the original and any extra copies not needed by the Board for recordation to me.

Very truly yours,

  
Jeremiah J. Kearney

JJK/gkk

RECORDATION NO. 20775 H.

FILED

JAN 5 '98

4-56PM

LEASE SUPPLEMENT NO. 814107

Dated December 22, 1997

Between

CLC Equipment Company

as Lessor

and

Power Flats, Ltd. and OPM Services, Inc., as Co-Lessees

as Lessee

with respect to

RAILCARS

---

FILED WITH THE INTERSTATE COMMERCE COMMISSION

PURSUANT TO 49 U.S.C. §11303

ON \_\_\_\_\_, 19\_\_\_\_

AT \_\_\_\_:\_\_\_\_ A.M.

RECORDATION NUMBER \_\_\_\_\_

THIS LEASE SUPPLEMENT, dated December 22, 1997,  
between CLC Equipment Company, a Minnesota corporation ("Lessor") and  
Power Flats, Ltd., a Kentucky limited partnership and OPM Services, Inc., a Kentucky  
corporation, as Co-Lessees ("Lessee").

W I T N E S S E T H :

WHEREAS, Lessor and Lessee have heretofore entered into a Lease Agreement (the  
"Lease") dated as of June 17, 1997

WHEREAS, the Lease provides that on the Closing Date Seller shall deliver to Lessor a  
Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and  
delivers to Lessor, and Lessor purchases and accepts from the Seller, the Railcars to be conveyed  
on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Lessor  
on such Closing Date;

WHEREAS, the Lease provides for the execution of a Lease Supplement substantially in  
the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by  
Lessor to Lessee in accordance with the terms thereof; and

WHEREAS, capitalized terms used herein without definitions shall have the respective  
meanings set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and for good and sufficient  
consideration, Lessor and Lessee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from  
Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.
2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all  
purposes hereof and of the Lease as being in accordance with all applicable mechanical  
specifications for such Railcars and in good working order.
3. The aggregate Lessor's Cost of the Railcars leased hereunder and the Lessor's Cost of  
each Railcar leased hereunder are set forth on Schedule 1. The Stipulated Loss Values set forth  
on Schedule 2 hereto shall be applicable in respect of the Railcars leased hereunder on the date  
hereof.
4. Lessee hereby confirms its agreements, in accordance with the Lease as supplemented  
by this Lease Supplement, that; (a) notwithstanding the definition of "Basic Rent" set forth in the  
Lease, to pay the following Basic Rent for the Railcar subject to this Lease Supplement; (i)  
during the Basic Term, 120 consecutive equal monthly installments payable in advance in  
accordance with Section 3 of the Lease, each such installment shall be in an amount equal to  
1.12474% of the Aggregate Lessor's Cost for such Railcar; and (ii) during each Renewal Term,  
Basic Rent shall be set as described in Section 2(b) of the Lease; and (b) each reference in the

Lease to the Basic Rent for such Railcar shall mean and be a reference to the Basic Rent established by this Lease Supplement.

5. All of the provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein.

6. This Lease Supplement may be executed by the parties hereto in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

7. This Lease Supplement is being delivered in the State of Minnesota and shall in all respects be governed by, and construed in accordance with, the laws of the State of Minnesota, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed on the date and year set forth in the opening paragraph hereof.

CLC Equipment Company

(Lessor)

By: 

Title: Vice President

Power Flats, Ltd., a Kentucky limited partnership, and  
OPM Services, Inc., as Co-Lessees,  
(Lessee)

Power Flats, Ltd., a Kentucky limited partnership

By: OPM Flats, Inc.

Title: Its General Partner

By: 

Title:

OPM Services, Inc.

By: 

Title:

STATE of Kentucky )

SS.:

COUNTY OF Jefferson )

On this 29th day of December, 1997, before me personally appeared Kent Ogler, to me personally known, who, being by me duly sworn, Mr. Ogler says that he is the President of OPM Flats, Inc., a Kentucky corporation, the general partner of Power Flats, Ltd., a Kentucky limited partnership, that said instrument was signed on behalf of said partnership by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation on behalf of said partnership.

Cheryl Gaus  
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE of Kentucky )

SS.:

COUNTY OF Jefferson )

On this 29th day of December, 1997, before me personally appeared Kent Ogler, to me personally known, who, being by me duly sworn, Mr. Ogler says that he is the President of OPM Services, Inc., a Kentucky corporation, that said instrument was signed by authority of said corporation's Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

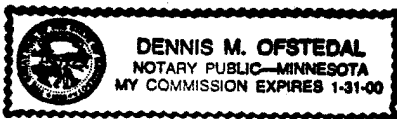
Cheryl Gaus  
Notary Public

My Commission Expires: May 6, 1999

[Notary Seal]

STATE OF Minnesota )  
 : SS.:  
COUNTY OF Hennepin )

On this 29<sup>th</sup> day of December, 1997 before me personally appeared John M. Diracles, Jr., to me personally known, who, being by me duly sworn, says that he is Vice President of CLC Equipment Company, a Minnesota corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Dennis M. Ofstedal  
Notary Public

My Commission Expires:

[Notary Seal]

SCHEDULE 1

SCHEDULE OF RAILCARS TO BE DELIVERED

RailCars

<u>Quantity</u> <u>of Units</u>	<u>Serial</u> <u>Numbers</u>	<u>Description</u>	<u>Lessor's</u> <u>Cost Per</u> <u>Unit</u>	<u>Aggregate</u> <u>Lessor's</u> <u>Cost</u>	<u>Identification</u> <u>Numbers of</u> <u>Railcars</u>
1	LNAL 46100	110 Ton 46'6" FD Flat Car	\$218,600.00	\$218,600.00	LNAL 46100
1	LNAL 46101	110 Ton 46'6" FD Flat Car	\$218,600.00	<u>\$218,600.00</u>	LNAL 46101
				<u>\$437,200.00</u>	



SCHEDULE 2

TO LEASE SUPPLEMENT NO. 814107

DATED December 22, 1997

STIPULATED LOSS VALUES

Payment Period No.	Amount Due as a percentage of Original Cost	Payment Period No.	Amount Due as a percentage of Original Cost	Payment Period No.	Amount Due as a percentage of Original Cost
1	105.7	41	93.7	81	81.7
2	105.4	42	93.4	82	81.4
3	105.1	43	93.1	83	81.1
4	104.8	44	92.8	84	80.8
5	104.5	45	92.5	85	80.5
6	104.2	46	92.2	86	80.2
7	103.9	47	91.9	87	79.9
8	103.6	48	91.6	88	79.6
9	103.3	49	91.3	89	79.3
10	103.0	50	91.0	90	79.0
11	102.7	51	90.7	91	78.7
12	102.4	52	90.4	92	78.4
13	102.1	53	90.1	93	78.1
14	101.8	54	89.8	94	77.8
15	101.5	55	89.5	95	77.5
16	101.2	56	89.2	96	77.2
17	100.9	57	88.9	97	76.9
18	100.6	58	88.6	98	76.6
19	100.3	59	88.3	99	76.3
20	100.0	60	88.0	100	76.0
21	99.7	61	87.7	101	75.7
22	99.4	62	87.4	102	75.4
23	99.1	63	87.1	103	75.1
24	98.8	64	86.8	104	74.8
25	98.5	65	86.5	105	74.5
26	98.2	66	86.2	106	74.2
27	97.9	67	85.9	107	73.9
28	97.6	68	85.6	108	73.6
29	97.3	69	85.3	109	73.3
30	97.0	70	85.0	110	73.0
31	96.7	71	84.7	111	72.7
32	96.4	72	84.4	112	72.4
33	96.1	73	84.1	113	72.1
34	95.8	74	83.8	114	71.8
35	95.5	75	83.5	115	71.5
36	95.2	76	83.2	116	71.2
37	94.9	77	82.9	117	70.9
38	94.6	78	82.6	118	70.6
39	94.3	79	82.3	119	70.3
40	94.0	80	82.0	120	70.0

Note: Stipulated Loss Values based upon A.A.R. depreciation of 3.6% annually.

Initials

Initials

Initials

FD  
NO  
W